

SALE/PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of June 2014 by and between Justin McLuckie, a resident of the State of Kansas ("Seller"), and My Town Media, Inc., a Kansas corporation ("Buyer") concerning the purchase of the assets of radio station KMYQ, North English, Iowa.

WITNESSETH:

WHEREAS, Seller is the licensee under the Federal Communications Commission (hereinafter referred to as "FCC" or "Commission"), of radio station KMYQ, New English, Iowa, and is the owner of certain other assets of the station and the whole constitutes the subject of this agreement for sale/purchase and the assignment of the FCC license; and

WHEREAS, Seller desires to sell and Buyer desires to purchase the stations and to have the FCC assign the license of the station to the Buyer, in accordance with the terms of this agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and intending to be legally bound, the parties agree as follows:

1. Sale of Assets of the Station:

(a) Subject to the consent of the FCC, to be sought upon the application provided for herein, the licenses issued by the FCC, will be assigned to the Buyer, together with all right, title and interest of the Seller in and to the call letters assigned to the station and any service marks in connection therewith.

(b) Buyer shall be assigned all of the Seller's title and interest to the equipment and inventory listed in a Bill of Sale, Exhibit A, attached hereto and incorporated herein, free of any

liens or encumbrances. All assets, equipment or other items shall be purchased in its “as is” condition.

2. The Purchase Price:

(a) The consideration of the sale, conveyance, assignment, and delivery, Buyer agrees to pay to Seller the sum of \$50,000.00 (the “Purchase Price”).

(b) Simultaneously with the execution of this agreement, and to induce the Seller to enter into the same, the Buyer is delivering its good faith earnest money deposit in the amount of Five Thousand (\$5,000.00) Dollars, the receipt of which is hereby acknowledged by Seller. If this agreement is not closed because of the fault, withdrawal, or non-performance of closing on the Buyer’s part, and not the Seller’s, the earnest money shall be kept by the Seller as liquidated damages.

(c) The Purchase Price will be paid in the following manner:

(i) \$5,000.00 earnest money to Seller upon execution of this agreement.

(ii) Buyer will pay the balance at closing following approval of the license transfer by the FCC.

(e) Buyer shall pay the FCC filing fee for approval of the transfer of the broadcast license of the station and the construction permits.

3. FCC Consents; Assignment Application:

The FCC’s consent is required for the assignment of the licenses for the stations, which consent will be sought by the parties pursuant to the established procedure therefore, namely, an application for Commission consent to the assignments. Each party shall have sole responsibility to complete the license assignment application and to prosecute the same after filing, and for providing the FCC with such other information, documents, or responses, including amendments to the application, as may be required to obtain Commission approval.

In the event that the FCC fails to issue a final order approving the transactions contemplated by this agreement within three hundred sixty (360) days of the date of filing of the application for FCC consent, either party to this agreement may, upon written notice to the other party terminate this agreement; provided however, that the party giving such notice must not be in default under any provision of this agreement. Final order as used herein means an order which is no longer subject to any administrative or judicial review.

4. Closing:

(a) This agreement shall be closed upon written notice by Buyer to Seller, no later than ten days after the FCC gives public notice that it has consented to the transactions contemplated by this agreement.

5. Counterparts:

This agreement may be executed in any number of counterparts, and at least in numbers sufficient for each party to have one and a fully executed copy for the FCC, with any one of them sufficient to be taken and used as an original without the necessity for accounting for the other copy.

6. Modification, Entire Agreement:

This writing shall constitute the entire agreement between the parties and all previous negotiations, promises, covenants and representations are merged herein. This agreement shall be modified only by a writing signed by both parties hereto.

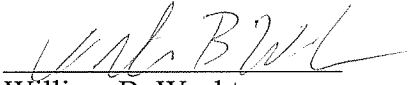
7. Waiver:

Should either party waive any breach hereto by the other party then such waiver shall not be a continuing waiver but shall be effective to waive only the specific breach in question.

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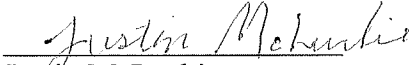
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written, with the execution by the corporate party, and attested by its duly authorized officer(s).

BUYER



William B. Wachter
My Town Media, Inc.

SELLER



Justin McLuckie